

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

OASIS INTERNATIONAL GROUP,
LIMITED; OASIS MANAGEMENT, LLC;
SATELLITE HOLDINGS COMPANY;
MICHAEL J. DACORTA; JOSEPH S.
ANILE, II.; RAYMOND P MONTIE III;
FRANCISCO "FRANK" L. DURAN; and
JOHN J. HAAS,

Defendants,

and

FUND ADMINISTRATION, INC.; BOWLING GREEN CAPITAL MANAGEMENT
LLC; LAGOON INVESTMENTS, INC.; ROAR OF THE LION FITNESS, LLC; 444
GULF OF MEXICO DRIVE, LLC; 4064 FOUNDERS CLUB DRIVE, LLC; 6922
LACANTERA CIRCLE, LLC; 13318 LOST KEY PLACE, LLC; and 4 OAKS LLC,

Relief Defendants.

MOTION FOR RECONSIDERATION OF THE RECEIVER'S ORDER TO SHOW
CAUSE AND THIS COURT'S ORDER DATED JUNE 10, 2026 IN LIGHT OF
NEWLY DISCOVERED EVIDENCE

This motion is made pursuant to the Federal Rules of Civil Procedure §60(b)(2). Rule 60, entitled Relief from a judgment or order, states that on motion and just terms, the court may relieve a party or its legal representative from a final judgment, order or proceeding for the following reasons: (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b) or under Rule 60(b)(6) any other reason that justifies relief. The rule requires that the motion must be made within a reasonable time and no more than a year after the entry of the judgment or order.

The Eleventh Circuit applies a five-part test to determine whether newly discovered evidence warrants relief from a judgment or order. To prevail, the movant must establish that: (1) the evidence must be newly discovered since the trial or entry of the final judgment or order; (2) due diligence on the part of the movant to discover the new evidence must be shown; (3) the evidence must not be merely cumulative or impeaching; (4) the evidence must be material; and (5) the evidence must be such that a new trial, or reconsideration of the final judgment or order, would probably produce a new result (*In re Dawkins*, 546 B.R. 463 (2016))

The New Evidence

Since this Court's Order dated June 10, 2026, a number of the people who were lenders to Oasis have contacted my office and volunteered information about the funds that they provided for Mr. DaCorta's legal defense for both the criminal case and the civil appeal. I have never had any previous contact with these people. I did not contact them. They contacted me.

Each of them volunteered to provide a sworn statement about the funds they provided for Mr. DaCorta's legal defense. In our phone conversations, I asked each of them specifically about the allegations made by the receiver appointed in this case, including the following allegations that were the basis of the receiver's order to show cause: 1) that they were told they were obligated to provide funds for Mr. DaCorta's defense or they would not be reimbursed any money; 2) that they were told that the Oasis Helpers would collect millions of dollars if I won the appeal; 3) that they were threatened or coerced to provide these funds; 4) that they were pressured in any way to provide these funds for DaCorta's legal defense; 5) that the funds they provided were wholly or in part the same funds that the receiver reimbursed them; 6) whether they were told that they had to pay a contingency fee of their distribution from the receiver; 7) whether they were told they would receive a recovery exceeding \$700 million if they fund DaCorta's legal defense; and finally 8) if they felt that they were pressured in any way to pay for these legal funds.

Each of these people, whose sworn statements are attached here as exhibits A through L, stated that they were never pressured, threatened, or coerced into providing any legal funds for Mr. DaCorta. In fact, they all stated that they did so voluntarily because either they knew and were friends of Mr. DaCorta and/or that they believed in his case. They each stated that the funds that they provided for Mr. DaCorta's legal defense were their personal funds and were not in any way related to or derived from funds that they had received from the receiver. In fact, some of them have not received any money from the receiver at all. They each stated that they were never promised anything in relation to

donating funds to Mr. DaCorta's legal defense. They each stated that they were never promised anything in relation to donating these funds for Mr. DaCorta, and, significantly, they were never promised that there would be any type of recovery if Mr. DaCorta wins his appeal.

All Five Elements of Newly Discovered Evidence Are Fulfilled.

After my phone conversation with each of them I drew up affidavits for them based on the conversation I had with them and I told them that the affidavits would be provided to this Court. The affidavits I am providing fulfill all five of the elements for the consideration of new evidence.

First the evidence is newly discovered since this Court's order dated June 10, 2026. Second, I could not have previously discovered this evidence because up until the second week of June 2026 I had no idea who these people were and I had never met them and no idea they even existed. Third, the evidence is not merely cumulative. This is new evidence and the only evidence that has thus far been presented to this Court as to the source of the funds that paid for Mr. DaCorta's appellate counsel. Thus far, the unsupported statements of the receiver that there have been threats and coercive tactics against these people was the only thing that was provided. In light of the attached affidavits, those assertions by the receiver are now known to be false. Fourth, the evidence is material in that these were the personal funds of these people, and they are unrelated and untainted funds. Therefore, not only are they not Receivership Property, but Asset Freeze with regard to these funds is also unconstitutional. Fifth, the attached affidavits mandates a finding from this Court that the funds provided for Mr. DaCorta's legal defense are not Receivership Property, and, as

untainted funds, any restriction or Asset Freeze violates the Sixth Amendment right to counsel and is unconstitutional. Thus, counsel for Mr. DaCorta may not be held in contempt for receiving funds that were unrelated to Oasis and untainted personal funds of friends and supporters of Mr. DaCorta.

The Allegations In The Receiver's Order to Show Cause Are False.

The receiver's allegations contained within the order to show cause were based on facts that are now proven to be false or mistaken. Each of the attached, sworn affidavits proves that the allegations made by the receiver in his order to show cause and the basis of this Court's June 10, 2026 order are false. The receiver alleged in the order to show cause the following:

- That the Helpers Group solicited and coerced claimants into paying monies, including a purported 15% "contingency fee" of their approved distributions from the Receivership (see, e.g., Slides 18; 24-26 and Doc. 904 pg. 2);
- That the Helpers Group falsely represented that claimants will receive a full recovery exceeding \$700 million of all claimed losses plus interest that would have been earned to date if they fund DaCorta's legal defense (see, e.g., Slide 18 and Doc. 904 pg. 2);
- That the Helpers Group falsely represented that claimants will receive no further recovery unless they fund DaCorta's legal defense (see, e.g., Slide 29 and Doc. 904 pg. 2);
- That the Helpers Group made misrepresentations about this Court's orders, the Receiver's role, and the claimants' rights, including demands that claimants pay a

purported 15% “contingency fee” tied directly to distributions approved and administered by this Court. (Doc. 904 pg. 6);

- That McKee, Melick, and others tell investors that they must contribute to DaCorta’s legal defense if they hope to recover any funds. According to them, when Preziosi succeeds in overturning this Court’s entry of summary judgment against DaCorta and also frees DaCorta from prison through a habeas corpus petition currently pending in a related criminal action, the federal government will be forced to pay DaCorta more than \$700 million in damages. (Doc. 904 pg. 8);
- That DaCorta, has no moral or legal obligation to share that money with investors; rather, he will only help those that helped him first by funding his legal defense and by paying Preziosi’s expensive bills. (Doc 904 pg. 8);
- That the Helpers Group has employed coercive tactics to induce claimants to pay the demanded 15% fee, including threats of collection activity and statements that claimants who do not pay will receive no further recovery. (Doc. 904 pg. 12);
- That the distributions ordered by this Court are being used to pressure claimants into relinquishing a portion of those distributions. Unlike the conduct described above regarding the claims process, which increased the administrative burden on the Receiver, this conduct directly targets the distributions themselves. By attempting to extract a percentage of Court-ordered distributions through misrepresentation and coercion, the Helpers Group is effectively imposing a private levy on funds distributed under this Court’s authority. (Doc. 904 pgs. 12-13).

The sworn statements attached to this motion demonstrate conclusively that the basis of the receiver's order to show cause is either factually false or mistaken. No promises were made to these people and no heavy handed coercive tactics were ever used. Most importantly, the funds used by these people to donate to Mr. DaCorta's legal defense were not derived from the funds that they received from the receiver. These were their personal funds and were in no way related to any funds derived from or connected to Oasis or the receiver.

Again, to be clear, I have had no previous contact with these people who provided the attached affidavits. I did not attempt to contact them, but they reached out to me and contacted my office when they learned about this Court's order concerning the receiver's order to show cause. Each of them volunteered to provide the attached affidavits, and the Court is free to contact them to confirm this information.

The funds used to provide for Mr. DaCorta's legal defense are therefore unequivocally unrelated to Oasis and unrelated to anything the receiver has provided as repayment to these people. In fact, some of the people stated that they had not received any reimbursement from the receiver. As such, the funds used for Mr. DaCorta's defense are untainted and unrelated to Receivership Property. Because the funds are untainted and unrelated to Receivership Property, any restriction or Asset Freeze violates the Sixth Amendment right to counsel and such restriction of freezes are unconstitutional. Therefore, I make the following legal arguments:

Neither The Receiver Nor Any Court Order May Freeze Untainted Funds As It Constitutes A Violation of The Sixth Amendment Right To Counsel.

In *Luis v. United States*, 578 U.S. 5 (2016), the United States Supreme Court held that any restraint of a defendant's legitimate, untainted assets needed to retain counsel of choice violates the Sixth Amendment's right to counsel.

In the *Luis* case the Government had obtained a court order to freeze assets belonging to the defendant and that were untainted by the crime alleged. The issue in that case was whether the freeze or restraint of legitimate, untainted assets needed to retain counsel of choice violates the Sixth Amendment.

The Supreme Court began its opinion by stressing 4 major points: First, that the Supreme Court's opinions often refer to the right to counsel as fundamental; Second, the right to counsel is described as the right that constitutes a great engine by which an innocent man can make the truth of his innocence visible; Third, the Supreme Court understands the right to counsel as the right to require that the government provide counsel for an indigent defendant accused of all but the least serious crimes; Fourth, that the Supreme Court has considered the wrongful deprivation of the right to counsel a "structural" error that so affects the framework within which courts proceed that courts may not even ask whether the error harmed the defendant. 578 U.S. 5, 11.

In the *Luis* case, The government argued that freezing the funds was necessary because there are important interests at stake such as guaranteeing that funds would be available to pay statutory penalties and to pay restitution. The Supreme Court held that because the property in question or the funds in question were untainted, the property was

not forfeited by statute and was not subject to seizure or a freeze by the court because the government may not impose restrictions on untainted property because where the funds are needed to obtain counsel of choice the Supreme Court held that the Sixth Amendment prohibits any court order from such a freeze or restrictions on funds that are untainted. 578 U.S. 5, 18.

The Supreme Court reasoned that the deprivation of the right to counsel of the defendant's choice is complete when the defendant is erroneously prevented from being represented by the lawyer he wants. Despite the interests of the Government in payment of penalties and restitution, as those interests do not enjoy constitutional protection. Rather, compared to the right to counsel of choice, the interests in penalties and restitution are further from the heart of a fair, effective criminal justice system. 578 U.S. 5, 19.

In fact, the Court held that legal tradition offers virtually no significant support for the position that penalties and restitution should take precedent over the Constitutional right to counsel found in the Sixth Amendment. The Court stated that there was no decision authorizing unfettered, pretrial forfeiture of the defendant's own innocent property. *id.* at 20. As a practical matter, to accept the position that the property of the defendant was subject to a freeze could well erode the right to counsel and would unleash a principle of constitutional law that would have no obvious stopping place. *id.* at 21.

The holding of the Supreme Court is clear: a defendant has a Sixth Amendment right to use funds that are innocent property to pay a reasonable fee for the assistance of counsel. A District Court order seizing or freezing those funds prevents a defendant from

exercising his right to counsel and violates the Sixth Amendment and is, therefore, unconstitutional.

Justice Thomas held, in a concurring opinion, that the Sixth Amendment provides important limits on the power to freeze a defendant's assets. The right to have the assistance of counsel implies the right to use lawfully owned property to pay for an attorney. Otherwise, the right to counsel – originally understood to protect only the right to hire counsel of choice – would be meaningless. Both textual understanding and history establish that the Sixth Amendment prevents the Government from freezing untainted assets, and the freeze accordingly violates the Constitution. 578 U.S. at 25.

Justice Thomas went on to state that the longstanding rule against restraining a defendant's untainted property guarantees a meaningful right to counsel. The legal tradition draws a clear line between tainted and untainted assets. The only alternative to the common law reading is a case by case adjudication to determine which freezes are legitimate and which are an abuse of power. Such questions of degree are unfit for the judicial department. 578 U.S. at 28-29.

The Funds Used In This Case Are Not Subject To A Freeze By The Court And Are Not Receivership Property.

Consistent with the holding in *Luis*, the funds used in this case to hire Mr. DaCorta's attorney, Stephen Preziosi, in both his criminal and civil proceedings are not subject to the Asset Freeze in this Court's Consolidated Order. The funds are untainted as is evidenced by the affidavits attached hereto of the people supplying those funds. Any money used to hire Mr. DaCorta's attorney were not related to any criminal activity, not related to any

funds that the receiver distributed to the lenders, and they were not in any way coerced from the people supplying those funds. Any asset freeze of those funds, or any restriction whatsoever on those funds, violates the Sixth Amendment of the Constitution and interferes with Mr. DaCorta's Constitutional right to counsel.

Moreover, because these funds were the personal funds of the people who contributed to the legal defense of Mr. DaCorta and those funds are not derived from the Oasis Entities in this case and not derived from any distributions made by the receiver, the funds are not Receivership Property and not subject to this Court's order of an Asset Freeze. Thus, on both a Constitutional level and contrary to the assertions of the receiver, the funds used to hire Mr. DaCorta's attorney may not be the subject of an asset freeze and, as they are unrelated personal funds of these people, they are not Receivership Property.

The Eleventh Circuit and United States v. Bissell

The Eleventh Circuit's holdings are consistent with the Supreme Court's holding in *Luis v. United States*. In *United States v. Bissell*, 866 F.2d 1343 (11th Cir. 1989), the Eleventh Circuit held that where a defendant's assets are alleged to be subject to forfeiture because the assets were derived from or used in criminal activity, then the court may freeze only the illegal funds directly derivative of the criminal activity. *Bissell*, 866 F.2d at 1349-1350. The Eleventh Circuit recognized that the right to counsel of choice belongs to those with untainted assets, consistent with the holding in *Luis*.

In *United States v. Bissell*, the defendants did not assert that the assets they sought to retain had no connection with the criminal activity. They merely asserted that the Sixth

Amendment requires that enough funds be exempt from any “freeze” to pay for the counsel of their choice. They argued that to protect the Sixth Amendment interest in vigorous adversarial process, the Constitution requires the exemption of funds, even though they may be related to criminal activity, to allow defendants to retain counsel.

Although the Eleventh Circuit in *Bissell* recognized the distinction between tainted and untainted funds – “*the right to counsel of choice belongs to criminal defendants possessing legitimate, uncontested assets.*” *Bissell*, 866 F.2d at 1351, this is the distinguishing factor between *Bissell* and the case *sub judice*. In this case, it is now beyond dispute that the funds supplied to pay for Mr. DaCorta’s attorney for both the civil case and the criminal case came from the personal, untainted funds of the lenders. The sworn statements support the fact that the funds are not only untainted and unrelated to any criminal activity, but they are also unrelated to any funds distributed by the receiver throughout the litigation process. Therefore, the freezing of these funds is not only unconstitutional, but it also means that the funds are beyond the scope of the receiver’s authority and are not Receivership Property.

Additionally, because the funds are decidedly untainted, it is of no importance that the funds were put into a literal trust before being distributed to Mr. DaCorta’s attorney. The placement into a trust vehicle has no relevance in both the *Luis* and *Bissell* analysis as the funds are untainted and are the personal funds of friends and supporters of Mr. DaCorta.

Under both the *Luis* and *Bissell* analysis, the only relevant inquiry is the tainted versus untainted analysis. As each of the affiants has sworn, the funds were their personal

funds and are unrelated to any Oasis entity and unrelated to any refunds sent to them by the receiver. The seizure of these funds or restriction in any form is, therefore, unconstitutional and in violation of Mr. DaCorta's Sixth Amendment right to counsel.

The Fifth Amendment And Due Process

The seizure or freezing of the funds designated for Mr. DaCorta's appellate counsel also constitutes a violation of the Fifth Amendment's Due Process clause. The receiver's assertion that the funds were somehow related to the Oasis entities or derivative of refunded monies that came from the receiver is untrue. Each of the sworn statements avers that the monies that were provided for Mr. DaCorta's legal defense were from the personal funds of these people and were not derived or in any way related to monies that were refunded by the receiver. The seizure or freezing of these assets without a hearing is a violation of Mr. DaCorta's Due Process rights as the funds were provided to him for his legal defense in both the civil appeal and the criminal case and he has the right to Due Process before any property may be taken from him.

The Fifth Amendment provides that "[n]o person shall ... be deprived of ... property ... without due process of law...." U.S. Const. amend. V. This clause is implicated when, as here, persons are deprived of their possessory interests in property. *Fuentes v. Shevin*, 407 U.S. 67, 84, 92 S.Ct. 1983, 1996, 32 L.Ed.2d 556 (1972). The Fifth Amendment generally prohibits the deprivation of property without a prior hearing, *id.* at 90, 92 S.Ct. at 1999.

The receiver's assumption and, it appears, this Court's preliminary ruling that the funds provided for Mr. DaCorta's appellate counsel are receivership property subject to

the Court's asset freeze constitutes the taking of his property without Due Process of law. The receiver has not provided any evidence that the funds are tainted or that the funds are somehow related to the funds that were reimbursed to these people by the receiver. In fact, each of these person has provided a sworn statement that the funds they provided for Mr. DaCorta's defense were their personal funds and were unrelated to anything that they were reimbursed. Moreover, at least one of the affiants has not received any reimbursement from the receiver. Furthermore, the receiver's assertion that the funds were placed into a trust before being disbursed to Mr. DaCorta's appellate counsel is of no importance. As previously stated, the funds are untainted and unrelated to Oasis in any way, and the inquiry under both the *Luis* case and the *Bissell* case must end there. The funds used to hire appellate counsel for Mr. DaCorta are neither Receivership Property nor subject to the Asset Freeze in this Court's consolidated order.

The Elements of Civil Contempt

The Eleventh Circuit has held that in order to hold a party in civil contempt, the moving party must 1) demonstrate by clear and convincing evidence that the opposing party violated a court order *Florida Immigrant Coalition v. Uthmeier*, 787 F.Supp.3d 1323; the clear and convincing standard is more exacting than the preponderance of the evidence standard and requires a greater degree of evidence. 2) the movant must show that the order was clear and unambiguous; The order at issue must be clear and specific enough to put the alleged contemnor on notice of what conduct is required or prohibited. 3) and the movant must show that the alleged violator had the ability to comply with the order.

The Asset Freeze In The Consolidated Order Do Not Apply To The Personal Funds Of The Lenders As The Order Does Not Make Clear And Unambiguous Its Application To Those Funds.

In this case, the movant (the receiver) must show that the order was clear and unambiguous and was specific enough to put the alleged contemnor on notice of the conduct that is required or prohibited. Here, the receiver alleges that the future spending of the lenders untainted, personal funds were encompassed by this Court's Asset Freeze order in the July 11, 2019 Consolidated Order. However, there is no such language within the Consolidated Order. The receiver must show that the untainted, personal funds of the lenders who contributed to Mr. DaCorta's legal defense were not only Receivership Property pursuant to this Court's Order, but the receiver must also show that the funds paid to DaCorta's appellate counsel were subject to the Asset Freeze and that said Asset Freeze did not violate Mr. DaCorta's Sixth Amendment right to counsel pursuant to the United States Supreme Court's holding in *Luis v. United States*, 578 U.S. 5 (2016).

Attached to this motion, there are eleven separate affidavits demonstrating that the factual allegations made by the receiver are false. Those allegations made by the receiver include that the funds were derived from the Receivership Property; that the funds were coerced from the lenders to Oasis; that the lenders were promised millions of dollars if they contributed to Mr. DaCorta's legal defense; and that the lenders were forced to pay a contingency fee as a percentage of the funds that they received from the receiver. All of these allegations are proven false by the attached affidavits.

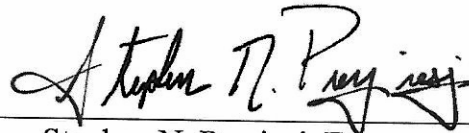
Moreover, even if the receiver were correct in his assertion that the funds used to pay Mr. DaCorta's attorney, which he is not, the Consolidated Order and the Asset Freeze

within that order make no mention or inference that the personal funds of the lenders or the monies returned to the lenders by the receiver come within the purview of the Consolidated Order or its Asset Freeze. There is no way to interpret from the language of the Consolidated Order that the monies returned to the lenders are Receivership Property. The Consolidated Order would have to have been clear and specific enough to put counsel on notice that the future spending of monies returned to the lenders were still part of Receivership Property. It is not. However, this is a moot point and is only mentioned here as the receiver has thus far insisted that the monies used to pay DaCorta's appellate counsel were merely regurgitated funds from monies that were returned to the lenders. However, based on the sworn statements attached hereto that allegation is now known to be false.

CONCLUSION

The new evidence, attached exhibits A through K, show that the factual allegations in the receiver's order to show cause are false. The lenders providing funds for legal counsel were never threatened, coerced, or pressured to provide funds for Mr. DaCorta's legal counsel. Furthermore, the funds for legal counsel are untainted and not derivative of any reimbursements by the receiver. Those funds are not only beyond the scope of the Asset Freeze with this Court's Consolidated Order, but such a freeze would violate the Sixth Amendment's right to counsel as Mr. Preziosi was hired to work on Mr. DaCorta's criminal case as well as the civil appeal.

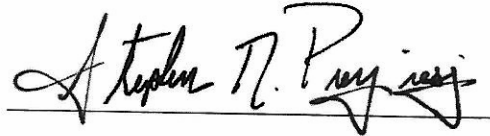
Dated: July 3, 2026
New York, New York

A handwritten signature in black ink, reading "Stephen N. Preziosi". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Stephen N. Preziosi, Esq.
48 Wall Street, 11th Floor
New York, New York 10005
212-960-8267

LOCAL RULE 3.01(g) CERTIFICATION

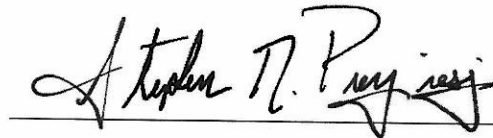
I have consulted with Mr. Perez and Mr. Wiand by email and a copy of the motion was served on them by email. Mr. Perez informs me that the receiver will be opposing the motion.

A handwritten signature in black ink, reading "Stephen N. Preziosi", written over a horizontal line.

Stephen N. Preziosi, Esq.
48 Wall Street, 11th Floor
New York, New York 10005
212-960-8267

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 6, 2026, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I also served the receiver, both Mr. Perez and Mr. Wiand by email on July 3 2026 and again on July 6, 2026.

A handwritten signature in black ink, reading "Stephen N. Preziosi", written over a horizontal line.

Stephen N. Preziosi, Esq.
48 Wall Street, 11th Floor
New York, New York 10005
212-960-8267

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

Bonnie Remick, being duly sworn, deposes and states.

1. My name is Bonnie Remick, and I was one of the lenders to the Oasis International Group and Michael DaCorta.
2. I donated money to the Oasis Helpers Group for the purpose of hiring legal counsel for Michael DaCorta. The funds I donated were my own personal funds and those funds were in no way derived from or connected to Oasis nor were they related to or derived from the receiver, Mr. Wiand.
3. I was not promised anything in exchange for the funds I put up for Michael DaCorta's defense. No one ever told me that I would get money back if I put up legal defense money for Michael. I was never threatened or coerced into doing this by anyone.

4. I put up the money because I believe in Michael DaCorta and his case.
5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent him to represent Michael. In short, no promises were made to me about the outcome of the case or any money that would be returned to me.
6. I understand that the Receiver is now trying to argue that the funds I put up for Michael's legal defense are Receivership funds. I strongly disagree with this. The money I sent to Mr. Preziosi were my personal funds and had nothing to do with the Receiver.
7. Sending money for Michael DaCorta's defense was my choice because and it was my money.

Bonnie Remick
Bonnie Remick

Sworn to before me
On the 30th day of June 2026

Adrienne E. Henson
Notary Public



EXHIBIT B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

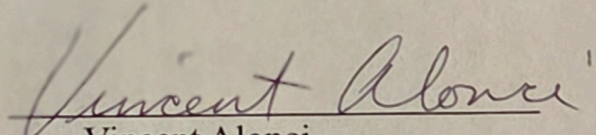
OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

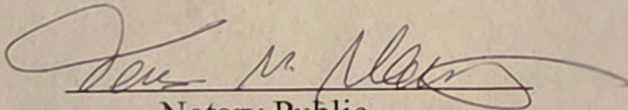
Vincent Alonci, being duly sworn, deposes and states.

1. My name is Vincent Alonci, I was one of the people that made loans to Mike DaCorta and to Oasis.
2. I donated money to the Oasis Helpers Group and those were my personal funds for the legal defense of Mike DaCorta. That money had nothing to do with Oasis or any money that I got from the Receiver, Mr. Wiand.
3. No one promised me any money if I donated to Mike's legal defense. In fact, I was never promised anything, and no one threatened or coerced me into donating to the legal defense.
4. I put up that legal defense money because I think they did Michael wrong and he deserves to have a defense that is fair.

5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
6. The Receiver is falsely trying to say that the funds I put up for Michael's legal defense are Receivership funds. That is not true. The money I sent to the Oasis Helpers was my personal money and had nothing to do with the Receiver.


Vincent Alonci

Sworn to before me
On the 22nd day of June 2026


Notary Public

TERESA M. MANISCALCO
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01MA6212780
My Commission Expires Oct. 19, 2029

EXHIBIT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
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Case No. 8:19-CV-886-T-33SPF

OASIS INTERNATIONAL GROUP,
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AFFIDAVIT

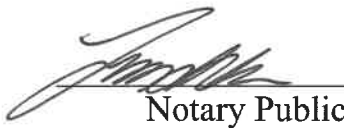
Barbara Rompre, being duly sworn, deposes and states.

1. My name is Barbara Rompre, and my husband George and I made loans to Michael DaCorta and his Oasis Company.
2. We also donated our own personal money to the Oasis Helpers Group for the purpose of hiring legal counsel for Michael DaCorta. The money we donated was our own personal funds and that money had nothing to do with Oasis and had nothing to do with the Receiver in this case.
3. No one ever made any promises to us about getting millions of dollars back if we donated money to Michael DaCorta's legal defense. In fact, we were never promised anything, and no one threatened or coerced us into donating to Michael's legal defense.

4. The money we put up for Michael's legal defense was because we believe in Michael DaCorta and his case.
5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael.
6. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
7. I understand that the Receiver is now trying to argue that the funds I put up for Michael's legal defense are Receivership funds. That is false. The money I sent to the Oasis Helpers were my personal funds and had nothing to do with the Receiver.


Barbara Rompre

Sworn to before me
On the 22 day of June, 2026


Notary Public

JEMAHL DAWSON-KHOKHAR
Notary Public, State of Connecticut
I.D. # SNPC.0191218
My Commission Expires 03/31/2029

EXHIBIT D

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

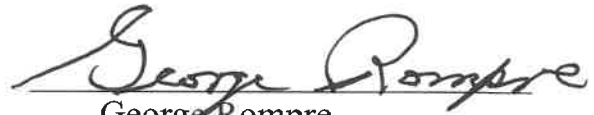
OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

George Rompre, being duly sworn, deposes and states.

1. My name is George Rompre, and my wife and I made loans to Michael DaCorta and his Oasis Company.
2. We also donated our own personal money to the Oasis Helpers Group for the purpose of hiring legal counsel for Michael DaCorta. The money we donated was our own personal funds and that money had nothing to do with Oasis and had nothing to do with the Receiver in this case.
3. No one ever made any promises to us about getting millions of dollars back if we donated money to Michael DaCorta's legal defense. In fact, we were never promised anything, and no one threatened or coerced us into donating to Michael's legal defense.

4. The money we put up for Michael's legal defense was because we believe in Michael DaCorta and his case.
5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael.
6. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
7. I understand that the Receiver is now trying to argue that the funds I put up for Michael's legal defense are Receivership funds. That is false. The money I sent to the Oasis Helpers were my personal funds and had nothing to do with the Receiver.


George Rompre

Sworn to before me
On the 22 day of June 2026


Notary Public

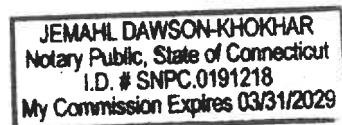


EXHIBIT E

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

OASIS INTERNATIONAL GROUP.
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

John Candee, being duly sworn, deposes and states.

1. My name is John Candee, I was one of the people that made loans to Oasis.
2. I donated money to the Oasis Helpers Group and those were my personal funds for legal fees. That money had nothing to do with any money that I got from the Receiver, Mr. Wiand.
3. No one promised me any money if I donated to the Oasis Helpers Group. In fact, I was never promised anything, and no one threatened or coerced me into donating.
4. I put up that legal defense money because I think the process was flawed and erroneous.

5. I understand that Mr. Stephen Preziosi is representing Michael DaCorta in the appellate court, and he has not promised me anything in exchange for the money that I sent to the Oasis Helpers Group. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
6. The Receiver is falsely trying to say that the funds I sent to the Oasis Helpers Group are Receivership funds. That is not true. The money I sent to the Oasis Helpers was my personal money and had nothing to do with the Receiver

Commonwealth of Pennsylvania
County of Beaver

John Candee
John Candee

Sworn to before me
On the 23RD day of June 2026

Leslie C. Jones
Notary Public

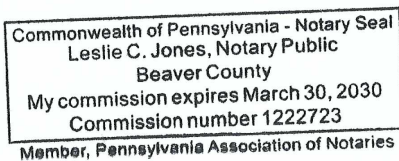


EXHIBIT F

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

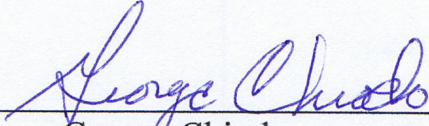
OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

George Chiodo, being duly sworn, deposes and states.

1. My name is George Chiodo, I was one of the people that made loans to Mike DaCorta and to Oasis.
2. The money I donated to the Oasis Helpers Group was my personal money and it was for the legal defense of Mike DaCorta. It had nothing to do with Oasis or any money that I got from the Receiver, Mr. Wiand.
3. No one promised me any money if I donated to Mike's legal defense. In fact, I was never promised anything, and no one threatened or coerced me into donating to the legal defense.
4. I put up that legal defense money because I think they did Michael wrong and he deserves to have a defense that is fair.

5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael.
6. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
7. I understand that the Receiver is now falsely trying to argue that the funds I put up for Michael's legal defense are Receivership funds. That is not true. The money I sent to the Oasis Helpers was my personal money and had nothing to do with the Receiver.


George Chiodo

Sworn to before me
On the 22nd day of June 2026

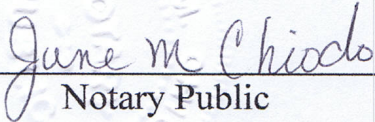

Notary Public

EXHIBIT G

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

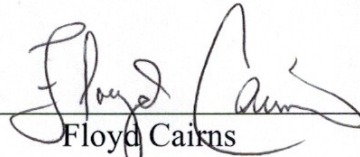
OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

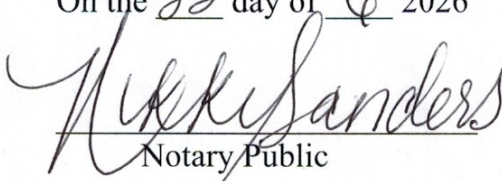
Floyd Cairns, being duly sworn, deposes and states.

1. My name is Floyd Cairns, I was one of the people that made loans to Mike DaCorta and to Oasis.
2. I also donated my own personal money to the Oasis Helpers Group for the purpose of hiring legal counsel for Michael. The money I donated was my personal money. It had nothing to do with Oasis or any money that I got from the Receiver, Mr. Wiand.
3. No one promised me any money if I donated to Michael's legal defense. In fact, I was never promised anything, and no one threatened or coerced me into donating to Michael's legal defense.

4. I put up that legal defense money because I think they did Michael wrong and he deserves to have a defense that is fair.
5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael.
6. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
7. I understand that the Receiver is now falsely trying to argue that the funds I put up for Michael's legal defense are Receivership funds. He is just plain wrong. The money I sent to the Oasis Helpers was my personal money and had nothing to do with the Receiver.


Floyd Cairns

Sworn to before me
On the 22 day of 6 2026


Nikki Sanders
Notary Public



My Commission Expires Nov. 25, 2028

EXHIBIT H

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

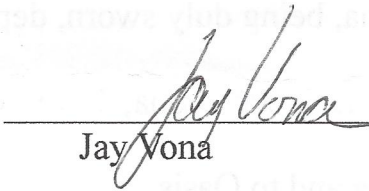
OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

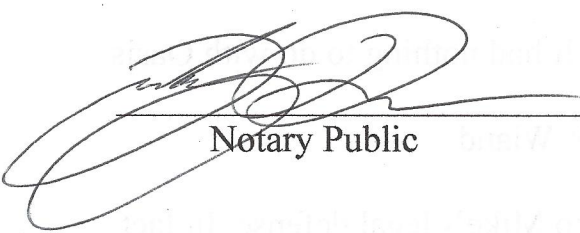
Jay Vona, being duly sworn, deposes and states.

1. My name is Jay Vona, I was one of the people that made loans to Mike DaCorta and to Oasis.
2. The money I donated to the Oasis Helpers Group was my personal money and it was for the legal defense of Mike DaCorta. It had nothing to do with Oasis or any money that I got from the Receiver, Mr. Wiand.
3. No one promised me any money if I donated to Mike's legal defense. In fact, I was never promised anything, and no one threatened or coerced me into donating to the legal defense.
4. I put up that legal defense money because I think they did Michael wrong and he deserves to have a defense that is fair.

5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael.
6. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
7. I understand that the Receiver is now falsely trying to argue that the funds I put up for Michael's legal defense are Receivership funds. That is not true. The money I sent to the Oasis Helpers was my personal money and had nothing to do with the Receiver.


Jay Vona

Sworn to before me
On the 23 day of 6 2026


Notary Public

ZACHARY DAUER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
COMMISSION EXPIRES MAY 22, 2028
#01DA0025050

EXHIBIT I

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

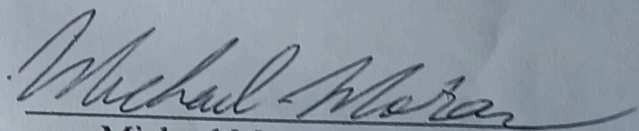
Case No. 8:19-CV-886-T-33SPF

AFFIDAVIT

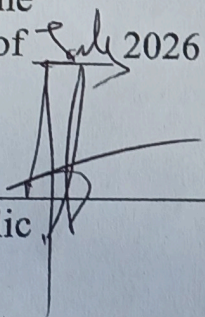
Michael Moran, being duly sworn, deposes and states.

1. My name is Michael Moran, I was one of the people that made loans to Mike DaCorta and to Oasis.
2. I donated money to the Oasis Helpers Group and those were my personal funds for the legal defense of Mike DaCorta. That money had nothing to do with Oasis or any money that I got from the Receiver, Mr. Wiand. In fact, I never received any money from the receiver.
3. No one promised me any money if I donated to Mike's legal defense. In fact, I was never promised anything, and no one threatened or coerced me into donating to the legal defense.

4. I put up that legal defense money because I think they did Michael wrong and he deserves to have a defense that is fair.
5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
6. The Receiver is falsely trying to say that the funds I put up for Michael's legal defense are Receivership funds. That is not true. The money I sent to the Oasis Helpers was my personal money and had nothing to do with the Receiver.


Michael Moran

Sworn to before me
On the 3 day of July 2026



Notary Public

Joseph McCaffrey
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC0020800
Qualified in Westchester County
Commission Expires 02/06/20 28

EXHIBIT J

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

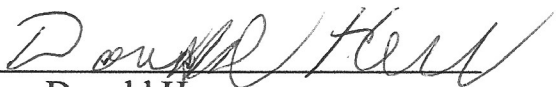
AFFIDAVIT

Donald Herr, being duly sworn, deposes and states.

1. My name is Donald Herr, and my wife and I made loans to Michael DaCorta and his Oasis Company.
2. We also donated our own personal money to the Oasis Helpers Group for the purpose of hiring legal counsel. The money we donated was our own personal funds and that money had nothing to do with Oasis and had nothing to do with the Receiver in this case. This was not money that we got back from the Receiver.
3. No one ever made any promises to us about getting millions of dollars back if we donated money to the legal defense. In fact, we were never promised

anything, and no one threatened or coerced us into donating to the legal defense.

4. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent for Michael DaCorta's legal defense.
5. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
6. I understand that the Receiver is now trying to argue that the funds I put up for Michael's legal defense are Receivership funds. That is false. The money I sent to the Oasis Helpers were my personal funds and had nothing to do with the Receiver.


Donald Herr

Sworn to before me
On the 2nd day of July 2026


Notary Public

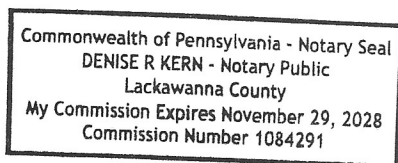


EXHIBIT K

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

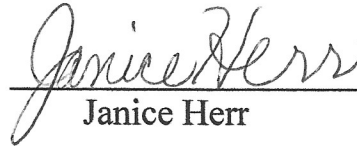
AFFIDAVIT

Janice Herr, being duly sworn, deposes and states.

1. My name is Janice Herr, and my husband and I made loans to Michael DaCorta and his Oasis Company.
2. We also donated our own personal money to the Oasis Helpers Group for the purpose of hiring legal counsel. The money we donated was our own personal funds and that money had nothing to do with Oasis and had nothing to do with the Receiver in this case. This was not money that we got back from the Receiver.
3. No one ever made any promises to us about getting millions of dollars back if we donated money to the legal defense. In fact, we were never promised

anything, and no one threatened or coerced us into donating to the legal defense.

4. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent for Michael DaCorta's legal defense.
5. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
6. I understand that the Receiver is now trying to argue that the funds I put up for Michael's legal defense are Receivership funds. That is false. The money I sent to the Oasis Helpers were my personal funds and had nothing to do with the Receiver.


Janice Herr

Sworn to before me
On the 2nd day of July 2026


Notary Public

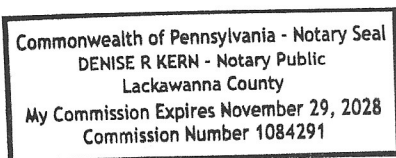


EXHIBIT L

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,
Plaintiff,
v.

Case No. 8:19-CV-886-T-33SPF

OASIS INTERNATIONAL GROUP,
LIMITED; MICHAEL J. DACORTA;
et al.

AFFIDAVIT

Terry Ferguson, being duly sworn, deposes and states.

1. My name is Terry Ferguson, I was one of the people that made loans to Mike DaCorta and to Oasis.
2. I donated money to the Oasis Helpers Group and those were my personal funds for the legal defense of Mike DaCorta. That money had nothing to do with Oasis or any money that I got from the Receiver, Mr. Wiand.
3. No one promised me any money if I donated to Mike's legal defense. In fact, I was never promised anything, and no one threatened or coerced me into donating to the legal defense.
4. I put up that legal defense money because I think they did Michael wrong and he deserves to have a defense that is fair.

5. I understand that Mr. Stephen Preziosi is representing Michael in the appellate court, and he has not promised me anything in exchange for the money that I sent to represent Michael. In fact, I never spoke to or met Stephen Preziosi before this week when I reached out to him by phone to sign this affidavit when I heard about what the Receiver was doing.
6. The Receiver is falsely trying to say that the funds I put up for Michael's legal defense are Receivership funds. That is not true. The money I sent to the Oasis Helpers was my personal money and had nothing to do with the Receiver.

Terry Ferguson

Terry Ferguson

Sworn to before me
On the 22 day of June 2026

[Signature]
Notary Public
Exp. March 13th 2030



Case No. 8:19-CV-886-1-33255

LIMITED: MICHAEL T. DUNCAN
OASIS INTERNATIONAL GROUP

COMMISSION
COMMODITY FUTURES TRADING

JAMES DIVISION
MIDDLE DISTRICT OF FLORIDA
UNITED STATES DISTRICT COURT